



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      ET, FFL

### Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking an order of possession and to recover the cost of the filing fee.

The hearing was conducted via teleconference and was attended by the landlord. The landlord gave affirmed testimony and confirmed they were not recording these proceedings.

The landlord testified the tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by posting to the door which the tenant resides on March 18, 2022, pursuant to section 89(2)(d) of the Act. I find the tenant was deemed served three days later.

The landlord testified that they also send an additional copy of the notice of hearing documents and this Application for Dispute Resolution by registered mail sent on March 18, 2022. The landlord stated that they posted a copy of the Canada post notification card to the tenant's door. Filed in evidence is copy of the Canada post tracking, and a photographs showing it was posted to the tenant's door.

The landlord testified that also had a discussion with the tenant regarding this hearing.

Based on the testimony of the landlord, I find that the tenant has been sufficiently served with the documents pursuant to the *Act*.

### Issue to be Decided

The issue to be decided are whether the landlord is entitled to an order of possession to end the tenancy early, pursuant to Section 56 of the *Act*.

### Background and Evidence

The landlord testified that on March 14, 2022, they served the tenant with a breach letter. The landlord stated that the tenant afterwards, threatened another occupant with a knife that they would be stabbed. The landlord stated the police attended the premises. The landlord testified that both the other occupants are scared of the tenant because the tenant is abusive.

The landlord testified that the tenant has also threatened them that their friends would cause damage to the property, which currently they have broken the door to the rental unit.

The landlord testified that the tenant behaviour is only escalating, and the other occupants feel unsafe.

Filed in evidence is an email from the occupant TA to the landlord that in part reads, I have removed the names for privacy reasons.

“Yesterday, [tenant] threatens me with knife and he was pointing the knife to me and said he will stab me. He verbally abused me with very bad words. When he was approaching me I ran outside crying for help. I saw [landlord], the landlord, and I asked him to call the police”.

[Reproduced as written]

Filed in evidence is an email from the occupant FR to the landlord that in part reads, I have removed the names for privacy reasons.

“...my concern has increased as after you told him about having to move he has taken a more aggressive attitude even threatening with a knife that we had to call the police.. I don't think it is fair that my roommates and I have to put up with this and feel unsafe in our own home, ...”

[Reproduces as written]

Filed in evidence are multiple audio recordings of the tenant, which I have reviewed. The behaviour of the tenant in the audio recordings was unacceptable as they are yelling, swearing and calling someone a name. Filed in evidence is a photograph of damage to the door of the rental unit.

### Analysis

Section 56 of the *Act* allows a landlord to request an order of possession to end the tenancy on a date that is earlier than the tenancy would end if notice to end the tenancy were given under Section 47 (1 Month Notice to End Tenancy for Cause) if one or more of the following applies:

- a) The tenant or a person permitted on the residential property by the tenant has
  - i. Significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property,
  - ii. Seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant, or
  - iii. Put the landlord's property at significant risk;
  - iv. engaged in illegal activity that
    - a) Has caused or is likely to cause damage to the landlord's property,
    - b) Has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the residential property, or
    - c) Has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;
  - v. caused extraordinary damage to the rental unit or residential property;
- b) And it would be unreasonable, or unfair to the landlord or other occupants of the residential property, to wait for a notice to end the tenancy under Section 47 to take effect.

I am satisfied, based on the undisputed testimony and evidence provided by the landlord, that the tenant has seriously jeopardized the health or safety of the landlord's agents and other occupants of the residential property. Threatening to stab anyone with a knife is unacceptable. I also find the audio recordings filed in evidence support significant interference and unreasonable disturbances by the tenant.

I also find the landlord has established, by their undisputed testimony, that the tenant's behaviour is escalating and that the other occupants do not feel safe, and as a result it would be unfair the both the landlord and the other occupants of the rental unit to wait for a 1 Month Notice to take effect.

As the landlord has been successful with their application, I find the landlord is entitled to recover the \$100.00 they paid to file their application from the tenant. I authorize the landlord to keep \$100.00 from the tenant's security deposit in full satisfaction of this award.

### Conclusion

I find the landlord is entitled to an order of possession effective **two days after service on the tenant**. This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order with the Supreme Court of British Columbia and be enforced as an order of that Court. The **tenant is cautioned** that costs of such enforcement are recoverable from the tenant.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: April 07, 2022

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Residential Tenancy Branch